



PARKING REQUEST FORM

Dear Premium Properties:

We (“Licensee”) currently live at _____ (“Address”) and request to rent a Parking Space as of _____ (“Date”). We have spoken to the Resident Manager, if applicable, or Premium Properties, and have received confirmation that Parking Space #: _____ is available to be used as of that date. We agree to pay a monthly fee of \$_____ to use the space. The following will be vehicle parked in the space:

Make: _____
Model: _____
Color: _____
License Plate #: _____

We will inform Premium Properties (“Licensor”) in writing, should a different vehicle be parked there. Should our request be accepted, we agree to rent the Parking Space under the following terms and conditions:

1. LICENSE: Licensee may use and occupy one (1) Parking Space on the premises for the rental rates listed above for the following express purposes and no other purpose: Parking is for normal vehicles only, including pick-up trucks and passenger vans. This License is not Transferable and may not be assigned without prior written consent of Premium Properties. Licensees shall only park in the Parking Space/Garage assigned to them. Any Parking Spaces designated as guest parking by Owner/Agent (by posted sign or otherwise) are for guest use only and are the only Parking Spaces in which guests may park. Licensee shall ensure that posted and designated fire zones or “No Parking” areas remain clear of vehicles at all times. Licensee and guests shall refrain from parking in unauthorized areas, including other Licensees’ designated Parking Space(s). Vehicles parked in unauthorized areas may be towed away at the vehicle owner’s expense.

2. TERM: This license shall begin on date listed above and shall continue a month-to-month basis, in which each party can give the other thirty (30) days’ written notice to terminate the agreement. Thirty (30) days’ written notice must be given on the first (1st) day of a month. Licensee is authorized to use the premises seven (7) days per week, twenty-four (24) hours per day. Termination of the Rental/Lease Agreement by either party or by operation of law will also terminate this Addendum, with the same effective date. Licensee shall remove all personal property from the Parking Space/Garage prior to returning possession to Owner/Agent. **Licensee agrees that any personal property left behind in the Parking Space/Garage after possession has been returned, has been abandoned and may be disposed of by Owner/Agent and reasonable expenses charged back to the Licensee.** Any abandoned vehicles will be disposed of in accordance with California law.

3. PAYMENTS: Licensee shall pay to Licensor the monthly fee in advance on the first day of each month. Checks should be made payable to **Premium Properties and mailed to 2941 Telegraph Avenue, Berkeley, CA. 94705**, or such other place as Licensor may from time to time specify by written notice to Licensee. Payments made in person may be delivered to Licensor between the hours of 10:00 am and 5:00 pm, Monday through Friday, except legal holidays. Acceptable methods of payment are Electronic Payment (ACH) via Premium Properties Tenant Portal (Preferred), Personal Checks, Cashier’s Checks and Money Orders. Payments may not be made in cash. It is understood by all parties, that this is a separate agreement and is therefore not subject to any Rent Control Ordinance. The Monthly Licensing Fee may be changed by Licensor at any time, by providing Licensee with at least 30 days’ written notice. Licensee shall be charged \$75 for each lost or unreturned garage remote, if applicable. Licensee agrees to remove any locks from the garage door by next business day following termination of said Agreement or shall be charged \$50 for the cost of lock removal.

4. LATE CHARGE/INTEREST: Licensee acknowledges that late payment of monthly Licensing Fees will cause Licensor to incur costs and expenses, the exact amount of such costs being extremely difficult and impractical to fix and ascertain. Therefore, if payment is not received by Licensor by 5:00 p.m. on the fifth (5th) day of the month, Licensee shall pay

to Licensor an additional sum of six percent (6%) of the Licensee Fee due as a late charge which shall be deemed additional Licensing Fees. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Licensor will incur by reason of late payment by Licensee. Also, unpaid installment of Licensing Fees or other sums due hereunder shall bear interest from the date due at a rate of twelve percent (12%) per annum. The provision for payment of a late charge does not constitute a grace period and Licensor may serve a Three-Day Notice to Pay Rent or Quit on the day after the due date. Payment of the late charges does not cure the late payment for purposes of establishing habitual late payment of License Fee. Three late payments in any twelve (12) month period are a material violation of this agreement and constitute grounds for Licensor to terminate this agreement.

5. ARTICLES LEFT IN VEHICLES ARE AT THE VEHICLE LICENSOR RISK/NO SECURITY PROVIDED: Licensee understands and expressly agrees that the licensor will not accept the vehicle in bailment of for safekeeping; nor shall the Licensor be responsible for loss, damage, or injury by or to other customers or any other individual personal injury of any nature. Licensee expressly acknowledges that the Licensor shall have no duty to provide security, and expressly does not assume any obligation to provide for the security for the garage or to protect individuals using the Garage, or vehicles or property in the Garage, from criminal Activities.

6. DAMAGED PROPERTY: If Licensee, or his/her guest or agents, damages any personal property in the garage or damages any Garage equipment, in addition to any liability Licensee may have for any claims, losses or cost arising out of such damages, in the licensor may terminate this Agreement and render vacate any space issued in this agreement.

7. TERMINATION: Termination of this agreement by either party in no way relieves Licensee of any fees due. Additionally, the Licensor and Premium Properties reserve the right to terminate this agreement with 24 hours' notice if the Licensee is disruptive, uncooperative, or in violation of this agreement or the Law. Licensor additionally reserves the right to eject or cause to be ejected from the lot any person engaging in or conducting him/herself in a manner disruptive, abusive, or offensive to other patrons at or in the garage. Neither the Licensor, Premium Properties, nor any of its offices, agents or employees shall be liable to Licensee for any damages that may be sustained by licensee through the Licensor's or Premium Properties exercise of such right. Licensee shall be charged \$75 for each lost or unreturned garage remote, if applicable. **Licensee agrees to return the garage door opener, if applicable, by the next business day of termination of said Agreement or forfeits this deposit. Licensee agrees to remove any locks from the garage door by next business day following termination of said Agreement or shall be charged \$50 for the cost of lock removal.**

8. CLOSURE OF LOT: The Licensor reserves the right to close the parking facility for repairs and maintenance. When closing the parking facility, the license shall seek to avoid any inconveniences to customer. No refunds shall be given when the parking facility is closed for periods of five (5) consecutive days or less.

9. PARKING PROHIBITIONS AND TOWING: Only currently registered vehicles may be parked on the property. A vehicle that lacks an engine, transmission, wheels, tires, doors, windshield, or any other major part or equipment necessary to operate safely on the highways, is subject to tow under California Vehicle Code 22658. Vehicles parked in violation of local laws/ordinances are subject to tow.

10. PARKING OF PASSENGER VEHICLES AND MOTORCYCLES ONLY: Licensee may not use any Parking Space for recreational vehicles, boats, busses, trailers, or similar non-passenger vehicles. The Parking Space/Garage may be used for parking of vehicle(s) only. It may not be used for living, sleeping, eating, working, construction, growing plants, or any other activity. No animals or living creatures may be housed in the Parking Space/Garage. No business activity is allowed in the Parking Space/Garage, including "garage sales." There shall be no repairing of vehicles or any other equipment in or around the Parking Space. The washing of vehicles in or near the Parking Space or in the building is prohibited. The Parking Space/Garage may not be used for storage of items other than the vehicle(s) or motorcycle(s) listed above. This is a material covenant and breach may result in the termination of Licensee's tenancy.

11. ELECTRIC VEHICLES: Licensee may not charge any vehicle in building common areas or in designated Parking Spaces without Owner/Agent's express written consent. Licensee may not use any common area or building electrical outlet, or Owner/Agent's electricity, to charge Licensee's vehicle unless Licensee has obtained the express written permission of Owner/Agent to do so and has made arrangements to reimburse Owner/Agent for the costs of the utility if Owner/Agent so requests. If Owner/Agent has provided a charging station or similar means for tenants to charge electric vehicles, Licensee agrees and covenants to follow any and all regulations adopted for said charging station and to hold Owner/Agent harmless for personal injury or property damage in the use of any charging station or utility. Owner/Agent's requirement to provide vehicle charging facilities shall be limited to what is required by law.

- 12. NO STORAGE OF HAZARDOUS OR DANGEROUS MATERIALS:** No toxic or flammable chemicals, paints, gases, gasoline, or solvents may be stored at any time in the Parking Space/Garage. This is a material covenant, and Licensee hereby consents to the removal, at Licensee's sole expense and without prior notice, of any hazardous/dangerous/toxic materials found in the Parking Space/Garage.
- 13. AUTOMOTIVE WASTE:** Licensee may not abandon or dispose of oil, tires, batteries, or other automotive waste at the property.
- 14. NO ALTERATIONS OR ENLARGEMENT:** The Parking Space/Garage may not be enlarged, expanded, or modified by Licensee without the prior written permission of Owner/Agent. This includes, but is not limited to, changed to any electrical systems, and use of nails, screws, bolts or hooks in the walls, ceiling, floors, or doors. Licensee agrees to pay Owner/Agent for costs to repair, replace or rebuild any portion of the Parking Space/Garage or other area damaged by the Licensee.
- 15. COOPERATION REQUIRED:** Licensee agrees to move the vehicle and cooperate fully with Owner/Agent so that any repairs or alterations to parking or other areas can be made in as expeditious and efficient a manner as possible. In addition, should a government agency ever require Owner/Agent to remove vehicles, personal property or combustibles from the Parking Space/Garage, or perform any work requiring a permit, or to otherwise comply with state or local laws, Licensee agrees to immediately remove all vehicles, personal property or other items from the Parking Space/Garage at Licensee's own expense.
- 16. RIGHT TO REASSIGN:** Owner/Agent may require Licensee to move Licensee's vehicle(s) and all personal property to another comparable Parking Space/Garage on the Property. Such a request is not a severance of a housing service, and Licensee shall comply promptly.
- 17. QUIET ENJOYMENT:** Licensee shall not operate the vehicle or motorcycles or use the Parking Space/Garage in a manner that is a nuisance or that endangers the health or safety of any person.
- 18. ACCEPTANCE OF PREMISES:** Owner/Agent makes no representation or warranty as to the legality or fitness for use of the Parking Space/Garage.
- 19. MATTERS NOT COVERED:** Any decision concerning a matter not specifically covered by this agreement, on subject matters reasonably inferable from the terms of this agreement, shall rest solely within the reasonable discretion of Premium Properties.
- 20. ENTIRETIES:** Should any clause, paragraph, sentence, or section of this agreement be determined to be void, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of the agreement shall not be rendered void and unenforceable as a result but rather shall remain in full force and effect.
- 21. NO SUBLETTING/ASSIGNMENT:** The Parking Space/Garage may not be sublet or assigned by Licensee. Licensee may not switch spaces with any other Licensee in the building, without prior written permission of Owner/Agent.
- 22. LIABILITY AND THE INDEMNIFICATION:** Licensee shall defend, indemnify, and hold harmless the Licensor, and its official, employees, and agents against any claims, causes of action, liability, or damages, including reasonable attorney's fees, for (a) bodily injury or death to any person, and (b) damage to property of any person, including but not limited to that of the Licensor's or Licensee's agents or employees, resulting directly from, or caused by, the willful misconduct or negligence of licensees or Licensee's agents, employees, or contractors.
- 23. NON-WAIVER:** Premium Properties acceptance of rent or failure to complain of an action, non-action, or default of any Licensee, whether singular or repetitive, shall not constitute a waiver of any of the Licensor's rights. If Licensee's payment of any sum due the Licensor is accompanied by written conditions or is represented to Licensor to be a settlement or satisfaction of any obligation, Premium Properties may accept and deposit such moneys without being bound by such conditions or representations unless Premium Properties expressly agrees in a separate written instrument. The director's waiver of any right of the Licensor, or any subsequent default. The Licensor's agent and representatives do not have the authority to make any changes to this Agreement except by authorized written amendments signed by Premium Properties.

24. ENTIRE AGREEMENT/AMENDMENTS: This Agreement constitutes the entire agreement between the parties and supersedes all previous written or oral agreements or representations between both parties. This agreement may only be amended in writing signed by both parties. This agreement is separate from and independent of any apartment rental agreement the licensee may have with the parking lot owner.

25. JURISDICTION/VENUE: This agreement is made under the laws of the state of California and any disputes that arise under or related to this agreement shall be governed by the laws of California without regards to conflicts of the law principles. Venue for any legal action involving this agreement shall be in Alameda County, California.

**26. NOTICES: Licensor: Premium Properties
2941 Telegraph Avenue
Berkeley, CA 94705**

Licensee: See Name and Address Above

27. AGENT’S AUTHORIZATION: The person executing this agreement represents and warrants that they have full authority to execute this agreement on behalf of his or her respective party.

*Note: Everyone Occupying the Premises Must Sign this Agreement.
Please email requests to parking@premiumpd.com*

Date Licensee Signature

Date Licensee Signature

Date Licensee Signature

Date Licensee Signature

Date Licensee Signature

APPROVAL OF REQUEST

Licensor approves Licensee’s request to add a Parking Space as of _____ (“Date”).

Date Licenseor - Premium Properties

<i>For Office Use Only</i>			
<i>PTS Update:</i>	<i>Date:</i> _____	<i>Initial:</i> _____	
<i>PW Update:</i>	<i>Date:</i> _____	<i>Initial:</i> _____	
<i>Auto Charge Update:</i>	<i>Date:</i> _____	<i>Initial:</i> _____	